

**STATE OF LOUISIANA
OFFICE OF RISK MANAGEMENT**



**REQUEST FOR PROPOSAL
ELEVATOR INSPECTION SERVICES
RFP # RFP2010INSPECTION**

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1.0 GENERAL INFORMATION

1.1 Purpose

This Request for Proposals (RFP) is issued by the State of Louisiana, Office of Risk Management (herein referred to as ORM) for the purpose of providing interested parties with information to enable them to prepare and submit proposals for selection of a contractor to provide elevator inspection services for the State of Louisiana. **(A complete scope of services is described in Attachment "A").**

For this proposal, the elevator inspection contractor must not be an elevator maintenance contractor that has a current contract with the State of Louisiana or any specific State agency. If an award is made to an elevator maintenance contractor to perform elevator inspections under this contract, that contractor must not enter into any contract with the State of Louisiana or any State agency to perform elevator maintenance during the term of this elevator inspection contract.

1.2 Background

The Office of Risk Management is a state governmental entity established for the purpose of providing centralized property and casualty insurance coverage for all state entities. It is a unit of the executive branch of government, reporting to the Commissioner of Administration, Division of Administration, and therefore, is an extension of the Governor's Office.

ORM operates satellite offices in Shreveport, Monroe, Lafayette and Alexandria. ORM is administered by the Commissioner of Administration, Angele Davis, the State Risk Director, Julian S. "Bud" Thompson, Jr., and the State Risk Assistant Director, Patti Gonzalez.

It is the intent of the State to award a contract to a firm who deals specifically in Elevator Inspection and Testing.

The ORM website can be found at <http://doa.louisiana.gov/orm/rfp.htm>

1.3 Goals and Objectives

ORM is soliciting a proposal, via this Request for Proposals (RFP), from qualified and certified personnel to inspect and test elevators and escalators at various locations throughout the State at the request of the owner and prepare and provide findings and recommendations in written form to the owner and to the Office of Risk Management and the Office of State Building.

1.4 Scope of Services

Attachment "A" details the scope of services and deliverables or desired results that the State requires of the Contractor.

2.0 ADMINISTRATIVE INFORMATION

2.1 Expected Time Period for Contract

The period of any contract resulting from this RFP is tentatively scheduled to begin on or about **July 1, 2010** for a period of three years.

2.2 RFP Coordinator

Requests for copies of the RFP and written questions must be directed to the RFP Coordinator listed below:

This RFP is available in electronic form at the State of Louisiana, Office of Risk Management website or by typing <http://doa.louisiana.gov/orm/rfp.htm>. A hard copy can also be obtained upon request.

In addition, this RFP is available in electronic form at the LaPAC website. <http://wwwprd.doa.louisiana.gov/osp/lapac/pubmain.asp>

RFP Coordinator: Bonnie Fuller

Phone Number (225)342-8659

Fax Number (225)342-8473

Email Address Bonnie.Fuller@La.Gov

Postal Address
Office of Risk Management
Post Office Box 91106
Baton Rouge, Louisiana 70821-9106

Office of Risk Management
Claiborne Building, Suite G-192
1201 North Third Street
Baton Rouge, Louisiana 70802

2.3 Proposer Inquiries

Written questions regarding RFP requirements or Scope of Services must be submitted to the RFP Coordinator listed in Section 2.2.

The State will consider written inquiries and requests for clarification of the content of this RFP received from potential proposers. Written inquiries must be received by the date and time specified in the Schedule of Events. The State reserves the right to modify the RFP should a change be identified that is in the best interest of the State.

Official responses to each of the questions presented by the proposers will be posted by the last date to respond to proposer inquiries as indicated in the Schedule of Events, at <http://doa.louisiana.gov/orm/rfp.htm> and to the LaPAC site at <http://wwwprd.doa.louisiana.gov/osp/lapac/pubmain.asp>

It is the responsibility of the proposer to check the website for the official responses to proposer's inquiries and other addenda to the RFP, if any.

Only Julian S. "Bud" Thompson, Jr., State Risk Director has the authority to officially respond to proposer's questions on behalf of the State. Any communications from any other individuals are not binding to the State.

2.4 Calendar of Events

Event	Date
RFP Release Date.....	May 4, 2010
Deadline for receiving proposer inquiries (4:00 P.M. Central Time).....	May 18, 2010
Last date to respond to proposer inquiries.....	May 25, 2010
Proposal submission deadline (4:00 P.M. Central Time).....	June 8, 2010
Formal Announcement of selected proposer.....	June 22, 2010
Estimated Contract Execution.....	July 1, 2010

NOTE: The State of Louisiana reserves the right to amend and/or change this schedule of RFP events, as it deems necessary.

2.5 Definitions

Contractor: A proposer awarded the contract

State: State of Louisiana, Office of Risk Management

DOA: Division of Administration. The Division of Administration is comprised of various sections that perform a wide variety of legislatively mandated activities and other required administrative and management functions of State government.

ORM: Office of Risk Management

Proposer: A company submitting a proposal in response to this RFP

RFP: Request for Proposals

Shall, Must, Will: Indicates a mandatory requirement. Failure to meet these requirements shall result in the elimination of a proposal from consideration.

Should, May, Can: Indicates a requirement which is recommended but not mandatory.

3.0 PROPOSAL INFORMATION

3.1 Mandatory Requirements

Proposers must meet the following mandatory qualifications:

1. Proposer must be authorized to do business in the State of Louisiana and maintain such status during the period of the contract. A physical office in Louisiana is not required;
2. Proposer must employ or subcontract with at least five (5) certified inspectors. The Inspectors shall meet the qualification requirements of the ASME QEI-1. Inspectors and Inspection Supervisors shall be certified by an organization accredited by ASME in accordance with the requirements of ASME QEI-1. The proposer shall provide in proposal all documented proof of education and training for each inspector proposed;
3. Proposer must submit a copy of company's last three (3) years audited financial statements or Federal Tax Returns reflecting upon the financial stability of the proposer firm;

3.2 General Questionnaire

Your organization should provide narrative answers to the questions presented in this section. **Each question should be answered specifically, in detail and in the order in which they appear.** Reference should not be made to a prior response nor should any answer apply to more than one question.

Proposers may provide any additional information, which is considered useful to ORM. However, responses to the questions set forth below should be provided.

1. Identify each staff member who will be assigned any responsibility under this contract. Please include a detailed resume for each staff member. Each resume should be in sufficient detail to analyze the proposed person's qualifications and should include education, training, certifications and related experience.
2. Identify accounts similar in size in which your company has provided services similar to this project.
3. Describe your company in detail commenting on size, history, experience, etc. Provide three (3) letters of reference on customer's letterhead describing the services provided, customer satisfaction, problem resolution, and other relevant factors.

In addition please respond to the following:

- a) Where is the central office of your company located?
 - b) Do you presently have an office in Louisiana?
 - c) From what offices will services be furnished?
4. Will your company agree to modify procedures to meet the needs of this Program?
 5. How will your company coordinate activities with ORM staff?
 6. Describe the company's training and continuing educational programs for your staff.
 7. Will your company have the capability to respond to all emergency calls within 48 hours of notification.
 8. Quality Assurance - Please provide the following:
 - a) Frequency of quality control review
 - b) Methods of internal quality control
 - c) Documentation on internal quality control provided in this proposal

3.3 Determination of Responsibility

Determination of the provider's responsibility relating to this RFP shall be made according to the standards set forth in Louisiana Administrative Code Title 34, Part V, Section 136 (Determination of Responsibility). The State must find that the proposer:

1. Has adequate financial resources for performance, or has the ability to obtain such

resources as required during performance;

2. Has the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them;
3. Is able to comply with the proposed or required time of delivery or performance schedule;
4. Has a satisfactory record of integrity, judgment, and performance; and
5. Is otherwise qualified and eligible to receive a contract award under applicable laws and regulations;

Proposers should ensure that their proposals contain sufficient information for the State to make its determination by presenting acceptable evidence of the above to perform the services called for by the contract.

3.4 RFP Addenda

In the event it becomes necessary to revise any part of this RFP, an addendum will be posted at <http://doa.louisiana.gov/orm/rfp.htm> and at the LaPAC site at <http://wwwprd.doa.louisiana.gov/osp/lapac/pubmain.asp>

The State reserves the right to change the calendar of events or revise any part of the RFP by issuing an addendum to the RFP at any time.

3.5 Waiver of Administrative Informalities

The State reserves the right, at its sole discretion, to waive administrative informalities contained in any proposal.

3.6 Proposal Rejection/RFP Cancellation

Issuance of this RFP in no way constitutes a commitment by the State to award a contract. The State reserves the right to accept or reject, in whole or part, all proposals submitted and/or cancel this announcement if it is determined to be in the State's best interest

3.7 Withdrawal of Proposal

A proposer may withdraw a proposal that has been submitted at any time up to the date and time the proposal is due. To accomplish this, a written request signed by the authorized representative of the proposer must be submitted to the RFP Coordinator.

3.8 Subcontracting Information

The Contractor may, with prior written permission from the State, enter into subcontracts with third parties for the performance of any part of the Contractor's duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to the State and/or State Agency for any breach in the performance of the Contractor's duties.

The State shall have a single prime Contractor, and that prime Contractor shall be responsible for all deliverables.

3.9 Ownership of Proposal

All responses become the property of the State and will not be returned to the proposer. All material submitted regarding and in response to the RFP becomes the property of the State of Louisiana. The State shall have the right to use all ideas or adaptations of the ideas contained in any offer received in response to this Request for Proposal. Selection or rejection of this response will not affect this right.

3.10 Proprietary Information

Only information that is in the nature of legitimate trade secrets or non-published financial data may be deemed proprietary or confidential. Any material within a proposal identified as such must be clearly marked in the proposal and will be handled in accordance with the Louisiana Public Records Act, R.S. 44:1-44 and applicable rules and regulations. Any proposal marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

3.11 Cost of Preparing Proposals

Costs of developing the response are entirely the responsibility of the proposer, and shall not be reimbursed in any manner. The State is not liable for any costs incurred by prospective proposers prior to issuance of or entering in to a contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the proposer in responding to this RFP are entirely the responsibility of the proposer and shall not be reimbursed in any manner by the State.

3.12 Errors and Omissions in Proposal

The State will not be liable for any errors in proposals. The State reserves the right to make corrections or amendments due to errors identified in proposals by State or the proposer. The State, at its option, has the right to request clarification or additional information from the proposers.

3.13 Contract Award and Execution

The State reserves the right to enter into a contract, without further discussion of the proposal submitted, based on the initial offer received. The State reserves the right to contract for all or a partial list of services offered in the proposal.

The RFP and the selected proposal will become part of any contract initiated by the State.

The selected proposer will be expected to enter into a contract, which is substantially the same as the sample contract included in **Attachment "F"**. **In no event shall a proposer submit its own standard contract terms and conditions as a response to this RFP.** The proposer should submit with their proposal any exceptions or exact contract deviations that their firm wishes to negotiate. Negotiations may begin with the announcement of the selected proposer. Due to the time constraints in contracting with respondents, companies that are unable to agree to the non-negotiable terms in Section 6.0 should not submit proposals in response to this RFP.

3.14 Code of Ethics

Proposers are responsible for determining that there will be no conflict or violation of the Ethics Code if their company is awarded the contract. The Louisiana Board of Ethics is the only entity which can officially rule on ethics issues.

3.15 Conflict of Interest

For this proposal, the elevator inspection contractor must not be an elevator maintenance contractor that has a current contract with the State of Louisiana or any specific State agency. If an award is made to an elevator maintenance contractor to perform elevator inspections under this contract, that contractor must not enter into any contract with the State of Louisiana or any State agency to perform elevator maintenance during the term of this elevator inspection contract.

3.16 Disqualification

The State reserves the right to verify all information provided by a proposer via direct contact with the proposer's prior clients and prior project personnel, and proposers must agree to provide and release necessary authorizations for the State to verify any of the proposer's previous work. Misstatements of experience and scope of prior projects shall be grounds for disqualification of the proposer from further consideration.

3.17 Right to Protest

Any proposer who is aggrieved in connection with the Request for Proposals or award may protest to the head of the agency issuing the proposal, at which time the agency shall notify the Office of Contractual Review that a protest has been lodged. Said protest shall be in writing and state fully the reason(s) for the protest. A protest must be filed at least 14 days prior to the date for receipt of proposals. Protests with respect to an award shall be submitted within 14 days after the award has been announced by the agency.

4.0 RESPONSE INSTRUCTIONS

4.1 Proposal Submission

Firms/Individuals who are interested in providing services requested under this RFP must submit

a proposal containing the information specified in this section.

The fully completed proposal must be delivered at proposer's expense, and received in hard copy (printed) by the RFP Coordinator on or before 4:00 PM Central Time on the date specified in the Calendar of Events, Section 2.4

Proposers mailing their proposals should allow sufficient mail delivery time to ensure receipt of their proposal by the date/time specified. Fax or e-mail submissions are not acceptable.

For courier delivery, the street address is **1201 North 3rd Street, Ground Floor, Suite G-192, Baton Rouge, Louisiana 70802-5243** and the telephone number is (225)342-8500

It is solely the responsibility of each proposer to ensure their proposal is delivered at the specified place and prior to the deadline for submission. Proposer is solely responsible for ensuring that its courier service provider (if used) makes inside deliveries to our physical location. The State is not responsible for any delays caused by the proposer's chosen means of proposal delivery. Proposals received after the deadline will not be considered.

Proposers should be aware of security requirements for the Claiborne building and allow time to be photographed and presented with a temporary identification badge.

The State requests that six (6) copies of the proposal be submitted to the RFP Coordinator at the address specified. **At least one (1) copy of the proposal shall contain original signatures of those company officials or agents duly authorized to sign proposals or contracts on behalf of the organization using the Certification Statement Attachment "D".** The original should be clearly marked or differentiated from the copies. A certified copy of a board resolution granting such authority should be submitted if proposer is a corporation. The copy of the proposal with original signatures will be retained for incorporation in any contract resulting from this RFP.

4.2 Fee Quotation

1. Proposer must propose fees for a three (3) year contract with such fees to be guaranteed for a period of ninety (90) days from receipt of this proposal.
2. Proposed hourly rates must include all of the services described in this RFP, including travel and other related expenses.
3. Proposer fees must include all of the services described in RFP.

4.3 Proposal Format

The proposal must be signed by those company official(s) or agent(s) duly authorized to sign proposals or contracts on behalf of the organization. **A certified copy of a Board Resolution granting such authority shall be submitted, if proposer is a corporation. (See Attachment "E")**

Proposer should submit a proposal, which should include enough information to satisfy evaluators that the proposer has the appropriate experience and qualifications to perform the scope of services as described in the order indicated below. The headings and subheadings should be separated by tabs. All required documentation should be submitted in the order that the requirements are numbered.

Tab 1 Response to Mandatory Requirements (Section 3.1)

Tab 2 Responses to General Questionnaire (Section 3.2)

Tab 3 Corporate Background and Experience (Section 5.4)

Tab 4 Proposer and Project Staff Qualifications (Section 5.5)

Tab 5 Written narrative to Method of Approach (Section 5.6)

Tab 6 Cost Proposal Forms (Attachment "C")

Tab 7 Additional Forms Required
Certification Statement (Attachment “D”)
Certified copy of Board Resolution, if proposer is a corporation (Attachment “E”)

5.0 EVALUATION AND SELECTION

5.1 Evaluation Team

The evaluation of proposals will be accomplished by an evaluation team to be designated by the State, which will determine the proposal most advantageous to the State, taking into consideration price and the other evaluation factors set forth in the RFP. No preliminary conclusions or results will be given out until the evaluation team has completed the entire evaluation process and the formal announcement of selected proposer has been made.

5.2 Mandatory Requirements

All proposals will be reviewed to determine compliance with the mandatory requirements as specified in the RFP. **Proposals found not to be in compliance with the mandatory requirements will be rejected from further consideration.**

5.3 Evaluation and Review

Proposals that pass the preliminary screening and mandatory requirements review will be evaluated based on information provided in the proposal and the criteria listed in Sections 5.4 through 5.7. A maximum # points will be awarded and scoring will be as follows:

CRITERIA	MAXIMUM SCORE
Corporate Background and Experience	50 POINTS
Proposer and Staff Qualifications and Experience	50 POINTS
Approach and Methodology	50 POINTS
Cost	50 POINTS
TOTAL SCORE	200 POINTS

5.4 Corporate Background and Experience

The proposer should give a description of the company including a brief history, corporate structure and organization, and number of years in business.

This section should also provide detailed information of the proposer’s prior experience in working on projects similar in size, scope, and function to the proposed contract. Three (3) references that can attest to the proposer’s ability to provide the services specified should be provided. The State reserves that right to contact client references to verify information in proposal.

If subcontractors are proposed, provide the above information for each subcontractor.

The proposer should provide this information in the format defined in Appendix C.

Proposers must include in their proposal the previous three (3) years audited financial statements.

NOTE: In the event a proposer desires to claim exemption from public disclosure, confidential data should be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. Each page of the proposal claimed to be exempt should be clearly identified as “confidential”.

5.5. Proposer and Project Staff Qualifications

The proposer should provide detailed information about the experience and qualifications of the proposer's personnel considered key to the success of the project inclusive of all subcontractor staff. The information provided should clearly provide evidence of the proposed inspectors' mandatory qualifications described in Section 3.1 of this RFP.

5.6. Approach and Methodology

This section should include a written narrative to demonstrate the proposer's method of satisfying the requirements of the Scope of Services. The language of the written narrative should be straightforward and limited to facts, solutions to problems, and plans of proposed action.

The Evaluation Committee will consider, at a minimum the following:

1. Proposer's understanding of the nature of the project and how its proposal will best meet the needs of the State.
2. Proposer should define its functional approach in providing the services.
3. Proposer should define its functional approach in identifying the tasks necessary to meet requirement.
4. Describe the approach to Project Management and Quality Assurance.
5. Provide a proposed Project Work Plan that reflects the approach and methodology, tasks and services to be performed, deliverables, timetables, and staffing.

5.7 Cost

Evaluation of the proposals under these criteria shall include the cost proposal as indicated, on the Cost Sheet attached to the RFP (**Attachment "C"**). Cost will be evaluated based on the overall average total of numbers 1 through 9.

ORM's formula in establishing proposer points will be as follows:

Lowest proposed cost divided by
Proposer's cost X 50 Points = Points Assigned

Proposer must propose fees for a three (3) year contract with such fees to be guaranteed for a period of ninety (90) days from submission of proposal.

Proposed hourly rates must include all of the services described in this RFP with the exception of travel expenses and copies.

Proposer fees must include all of the services described in RFP.

Charges for travel time and mileage must be billed from the nearest major metropolitan area. State travel regulations for mileage/travel expenses will be reimbursed in accordance of PPM 49. (Major metropolitan cities are: Shreveport, Monroe, Alexandria, Lafayette, New Orleans, Baton Rouge, Lake Charles, and Houma).

Expenses such as copies will be in accordance to State reimbursement regulations.

The Evaluation Team will compile the total scores on a consensus basis and make a recommendation to the head of the agency on the basis of the highest score. The award of a contract is subject to the approval of the Division of Administration, Office of Contractual Review.

5.8 Announcement of Contractor

The State will notify the successful proposer and proceed to negotiate terms for final contract. Unsuccessful proposers will be notified in writing accordingly. The award of a contract is subject to the approval of the Division of Administration, Office of Contractual Review.

Each proposer will have the ability to meet with ORM to discuss its proposal evaluation after award of the contract.

6.0 SUCCESSFUL CONTRACTOR REQUIREMENTS

6.1 Corporation Requirements

If the contractor is a corporation not incorporated under the laws of the State of Louisiana, the

Contractor shall obtain a certificate of authority pursuant to R. S. 12:301-302 from the Louisiana Secretary of State upon the award of the contract.

If the Contractor is a for-profit corporation whose stock is not publicly traded, the Contractor shall file a Disclosure of Ownership form, or if outside of Louisiana, a Certificate of Authority with the Louisiana Secretary of State upon the award of the contract.

6.2 Billing and Payment Terms

Payment of fees for successful proposer's services will be made by the Office of Risk Management within thirty (30) days of receipt of itemized invoice. Payment will be made only on approval of Brett Beoubay, Loss Prevention Manager or his designee. (Payment terms will be negotiated).

Under normal circumstances, the State should remit payment to the Contractor within thirty (30) days of approval of invoices. The State makes every effort to pay all valid or undisputed invoices in a timely manner. There may be times when invoices are disputed, or clarification of charges is needed before payment can be made.

6.3 Confidentiality of State Information

All financial, statistical, personal, technical and other data and information relating to the State's operations which are designated confidential by the State and made available to the Contractor in order to carry out this contract, or which become available to the Contractor in carrying out this contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective security requirements as are applicable to the State. Contractor shall not be required to keep confidential any data or information that is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of this contract, or is rightfully obtained from third parties. Under no circumstance is the Contractor to discuss and/or release information to the media concerning this project without prior express written approval of the Commissioner of Administration.

6.4 Board Resolution

The Contractor, if a corporation, shall secure and attach to the contract a formal, dated Board Resolution (**Attachment "E"**) indicating the company official/agent is a corporate representative and authorized to sign said contract.

6.5 Insurance Requirement

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors as explained in (**Attachment "B"**).

SCOPE OF SERVICES

Overview/Purpose

State offices are housed in various state-owned and leased buildings throughout the State. This contract will be for inspection of elevators, escalators, dumbwaiters, and handicapped lifts at various locations throughout the State. Reports shall be provided through electronic means, via a secure website or email, within ten (10) days of inspection to the Office of Risk Management and the Office of State Buildings. There are approximately 1,300 elevators and escalators both traction and hydraulic, geared and gearless. Locations include general office buildings, universities and hospital facilities. A complete List of locations can be viewed on ORM's website <http://doa.louisiana.gov/orm/rfp.htm>

Tasks and Services

Contractor shall maintain a toll-free phone line, fax line, paging system, capability for electronic data interfacing and/or on site processing.

Each elevator, escalator, dumbwaiter, and handicapped lift shall be inspected at least twice annually or more frequently as determined by the owner of the building and requested by the Office of State Buildings or the Office of Risk Management. All services must be in compliance with federal, state, and local laws regarding Elevator Testing and Inspection

Inspections will include complete examination and operation of:

- car and hoist way doors
- machines and motors
- brakes
- hoist way equipment
- panels
- all other equipment in accordance with appropriate ANSI codes

Tests shall include:

- relief valve and no-load cylinder pressure tests
- no-load governor safety devices tests (the fast tool is not required or necessary to perform these tests. If it is required on some micro-processor equipment, this equipment shall be exempt from these tests)
- di-electric breakdown tests on all motor and generators
- emergency power operation tests
- tests of fire fighters service phase I and II on emergency power and normal power
- kinetic energy and door pressure
- door opening and door closing speeds
- all other tests in accordance with appropriate ANSI codes

Contractor shall provide the following administrative services with regard to the follow-up and correction of deficiencies found during an inspection. Deficiencies will be corrected by the building owner and/or the elevator maintenance contractor:

1. Contractor must have the resources to track the deficiencies on a timetable and prioritize them for completion. Resources may include additional personnel, tracking computer software, etc.
2. Contractor must communicate and coordinate with the building owner to expedite the correction of the deficiencies.
3. Contractor must communicate with the elevator maintenance company, when needed, to fully explain the deficiencies and to express correction priorities.

4. Once deficiencies are corrected, contractor must observe and/or re-inspect the elevator or escalator to verify corrections were completed satisfactorily.
5. Contractor has the authority to contact the Office of the State Fire Marshall on behalf of the building owner and/or ORM to obtain direction on issues that have not been resolved satisfactorily.
6. Contractor must report outcomes of the above duties to the building owner and the Office of Risk Management.

Contractor shall provide guideline specifications for new equipment and modernizations of existing equipment. Any inspection request by the building owner for inspection of new equipment and modernizations of existing equipment must be first approved by the Office of State Buildings or the Office of Risk Management.

Contractor shall be prepared to provide testimony in support of findings and recommendations if requested to do so by the Office of Risk Management.

Inspections related to insurance claims are specifically excluded for payment under this contract unless prior approval has been granted by the Office of Risk Management's Loss Prevention Manager or State Risk Administrator.

Deliverables

- Schedule indicating inspections to be performed and the date of the inspection
- Report of test results, findings and preliminary recommendations presented to ORM and the owner at completion of inspection
- Comprehensive report outlining the inspection procedure, tests completed and results, findings and recommendations for each elevator or escalator inspected.. Reports shall be provided through electronic means, via a secure website or email, within ten (10) days of inspection to the Office of Risk Management and the Office of State Buildings.

INSURANCE REQUIREMENTS

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability "occurrence" coverage form CG 00 01 (current form approved for use in Louisiana). "Claims Made" form is unacceptable.
2. Insurance Services Office form number CA 00 01 (current form approved for use in Louisiana). The policy shall provide coverage for owned, hired, and non-owned coverage. If an automobile is to be utilized in the execution of this contract, and the vendor/Contractor does not own a vehicle, then proof of hired and non-owned coverage is sufficient.
3. Workers' Compensation insurance as required by the Labor Code of the State of Louisiana, including Employers Liability insurance.

B. MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
2. Automobile Liability: \$1,000,000 combined single limit per accident, for bodily injury and property damage.
3. Workers Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage. Exception: Employers liability limit is to be \$1,000,000 when work is to be over water and involves maritime exposure.

C. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages

The Agency, its officers, officials, employees, Boards and Commissions and volunteers are to be added as "additional insureds" as respects liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor, premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Agency, its officers, officials, employees or volunteers.

- b. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, officials, employees, Boards and Commissions or volunteers.
- c. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Workers' Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Agency, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for the Agency.

3. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Agency.

D. VERIFICATION OF COVERAGE

Contractor shall furnish the Agency with certificates of insurance affecting coverage required by this clause. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the Agency before work commences. The Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

E. SUBCONTRACTORS

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

FEE AND COST PROPOSAL

Fee structure for elevator inspections, re-inspections, no-load tests, relief valve pressure tests, acceptance tests, witnessing of full load safety tests, di-electric strength test for motors and generators field coils and armatures, certification of firefighter's service and emergency power, compliance check return visits for the elevators, escalators, dumbwaiters and handicapped lifts for the State of Louisiana, Office of Risk Management. **Price shall include annual no-load and pressure tests.**

1. High rise unit, 15 or more floor landings, include annual no load and di-electric breakdown tests (per inspection)..... \$_____
2. Low rise unit, under 15 floor landings, include annual no load and di-electric breakdown tests (per inspection)..... \$_____
3. Hydraulic unit, include annual relief valve and no load cylinder tests (per inspection) \$_____
4. Escalator (per inspection)..... \$_____
5. Dumbwaiter, include testing broken rope safety devices (per inspection)..... \$_____
6. Handicapped lifts, includes annual testing of safety devices (per inspection)..... \$_____
7. Units with counterweight safeties (per inspection)..... \$_____
8. Units with double cabs (per inspection)..... \$_____
9. Units with wind up safety devices (per inspection)..... \$_____
10. Final acceptance tests for new/modernized units (per inspection)..... \$_____
11. Plan review and guideline specifications (per inspection)..... \$_____
12. Compliance check return visit for any unit (per unit)..... \$_____
13. Di-electric breakdown testing of motors and generators (per unit)..... \$_____
14. Witnessing full load safety tests (per unit)..... \$_____
15. Certification of firefighter's service (per inspection)..... \$_____
16. Per hour rate for special meetings includes travel costs, non-court appearances: .. \$_____
17. Per hour rate for accident investigation, includes travel costs: \$_____
18. Re-inspection at the owner's expense (per unit) \$_____

The above proposed cost must be firm for ninety (90) days from receipt of proposal

CERTIFICATION STATEMENT

The undersigned hereby acknowledges she/he has read and understands all requirements and specifications of the Request for Proposals (RFP), including attachments.

OFFICIAL CONTACT. The State requests that the proposer designate one person to receive all documents and the method in which the documents are best delivered. Identify the contact name and fill in the information below:

Date: _____

Official Contact Name: _____

A. Email Address: _____

B. Telephone Number with area code: _____

C. Fax number with area code (_____) _____

D. Mailing Address _____

Proposer certifies that the above information is true and grants permission to the State to contact the above named person or otherwise verify the information I have provided.

By its submission of this proposal and authorized signature below, proposer certifies that:

- (1) The information contained in its response to this RFP is accurate;
- (2) Proposer complies with each of the mandatory requirements listed in the RFP and will meet or exceed the scope of services specified therein;
- (3) Proposer accepts the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.
- (4) Proposer's quote is valid for at least ninety (90) days from receipt of proposal;
- (5) Proposer understands that if selected as the successful proposer, the company will have ten (10) business days from the date of delivery of final contract in which to complete contract negotiations, if any, and execute the final contract document.

Authorized Signature: _____

Typed or Printed Name: _____

Title: _____

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

SIGNATURE of Proposer's Authorized Representative

BOARD RESOLUTION

At a meeting of the Board of Directors for _____

held this _____ day of _____, 20____, there being a quorum present, the following resolution was adopted, to wit:

BE IT RESOLVED, that _____.

or _____.

or _____, is (are) hereby **authorized and empowered** for and on behalf of said Corporation, to perform any and all acts requisite and necessary on behalf of said Corporation, **in signing any and all contracts, amendments, and related matters** between the said Corporation and the Office of Risk Management, Division of Administration, Office of the Governor, State of Louisiana, relating to claims filed against the State of Louisiana and/or any named agency or department thereof and/or any individual thereof, which said matter(s) is (are) being handled on behalf of the State by the Office of Risk Management.

BY:

NAME: _____

TITLE: _____

NAME: _____

TITLE: _____

SAMPLE CONTRACT

Be it known, that on this *(Date)* day of *(month)*, *(year)*, the Office of Risk Management, (hereinafter sometimes referred to as "ORM" or "State") and *(Contractor's name and legal address including zip code)*, hereinafter sometimes referred to as the "Contractor", do hereby enter into a contract under the following terms and conditions.

SCOPE OF SERVICES

Contractor hereby agrees to furnish by qualified and certified personnel to provide the services on behalf of the State as listed in **Attachment A, Scope of Services**.

GOALS AND OBJECTIVES

Goals of this contract are to provide qualified and certified personnel to inspect and test elevators and escalators at various locations throughout the State at the request of the owner and prepare and provide findings and recommendations in electronic form to the owner, the Office of State Buildings and to the Office of Risk Management.

PERFORMANCE MEASURES

The performance of this contract will be measured by Brett Beoubay, ORM Loss Prevention Manager and the Office of State Buildings, or their designees, who is authorized on behalf of the State, to evaluate the Contractor's performance against the criteria in the attached Scope of Services.

Outcome: Each elevator or escalator shall be inspected at least twice annually.

Performance Indicator: Contractor shall provide the State and the agency with a report of each item of vertical transportation (elevator/escalator) inspected and tested. Reports shall be submitted electronically and reviewed for completeness of testing, comprehensiveness of report, and quality of recommendations.

MONITORING PLAN

Brett Beoubay, ORM Loss Prevention Manager or his designee will verify inspection visit forms against submitted invoices, review submitted invoices against the State's database and approve the expenditure of funds under this contract.

TERM OF CONTRACT

The term of the contract shall be scheduled to begin on mm/dd/yyyy for a period of three (3) years.

PAYMENT TERMS

In consideration of the services described above, State hereby agrees to pay the Contractor a maximum fee of \$_____. Payments are predicated upon successful completion and written approval by the State of the described tasks and deliverables as provided in the Scope of Services. Payments will be made only on approval of Brett Beoubay, Loss Prevention Manager or his designee. (Payment terms to be negotiated.)

Fee structure for elevator inspections, re-inspections, no-load tests, relief valve pressure tests, acceptance tests, witnessing of full load safety tests, di-electric strength tests for motors and generators, field coils and armatures, certification of firefighter's service and emergency power, compliance check return visits for the elevators, escalators, dumbwaiters and handicapped lifts for the State of Louisiana, Office of Risk Management.

Price for each inspection for the period of (contract effective date through contract expiration date) includes annual no-load and pressure tests. **(See Attachment "B" for complete fee schedule).**

It is the Contractor's responsibility to provide written notification to the Office of Risk Management if authorized services and expenses are expected to exceed the contract limitation. Failure to provide written notification and obtain approval prior to exceeding the contract cap may result in non-payment of services and expenses which exceed the contract cap.

TAXES

Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under

this Contract and/or legislative appropriation shall be consultant's obligation and identified under Federal tax identification number _____.

TERMINATION FOR CAUSE

The State may terminate this Contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Contract; provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this contract; provided that the Contractor shall give the State written notice specifying the State's failure and a reasonable opportunity for the state to cure the defect.

TERMINATION FOR CONVENIENCE

The State may terminate the Contract at any time by giving thirty (30) days written notice to the Contractor. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

TERMINATION FOR NON-APPROPRIATION OF FUNDS

The continuation of this contract is contingent upon the appropriation of funds for the Legislature to fulfill the requirements of the contract by the Legislature. If the Legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the Appropriations Act of Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate of the date of the beginning of the first fiscal year for which funds have not been appropriated.

REMEDIES FOR DEFAULT

Any claim or controversy arising out of this contract shall be resolved by the provisions of LSA - R.S. 39:1524 -1526.

OWNERSHIP

All records, reports, documents and other material delivered or transmitted to Contractor by State shall remain the property of State, and shall be returned by Contractor to State, at Contractor's expense, at termination or expiration of this contract. All records, reports, documents, or other material related to this contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of State, and shall, upon request, be returned by Contractor to State, at Contractor's expense, at termination or expiration of this contract.

NON-ASSIGNABILITY

No Contractor shall assign any interest in this contract by assignment, transfer, or novation, without prior written consent of the State. This provision shall not be construed to prohibit the Contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

SUBCONTRACTORS

The Contractor may, with prior written permission from the State, enter into subcontracts with third parties for the performance of any part of the Contractor's duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to the State and/or State Agency for any breach in the performance of the Contractor's duties.

The State shall have a single prime Contractor, and that prime Contractor shall be responsible for all deliverables.

INDEMNIFICATION OF THE STATE

The Contractor agrees to protect, defend, indemnify, save, and hold harmless the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees,

including volunteers, from and against any and all claims, expenses and liability arising in any way grow out of any act or omission of Contractor, its agents, servants, and employees, or any and all reasonable costs, expenses and/or attorney fees incurred by Contractor as a result of any claims, demands, and/or causes of action except those claims, demands, and/or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its agents, representatives, and/or employees.

Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, or suits at its sole expense and agrees to bear all other reasonable costs and expenses related thereto, even if they (claims, etc.) are groundless, false or fraudulent.

AUDITORS

It is hereby agreed that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors shall have the option of auditing all accounts of Contractor that relate to this contract.

DISCRIMINATION CLAUSE

The Contractor agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and consultant agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities.

Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

AMENDMENTS

All amendments to the contract will be by mutual agreement of the contract parties and shall be in writing, and signed by duly authorized representatives of both parties and approved by the Director of Contractual Review, Division of Administration.

INSURANCE REQUIREMENT

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability "occurrence" coverage form CG 00 01 (current form approved for use in Louisiana). "Claims Made" form is unacceptable.
2. Insurance Services Office form number CA 00 01 (current form approved for use in Louisiana). The policy shall provide coverage for owned, hired, and non-owned coverage. If an automobile is to be utilized in the execution of this contract, and the vendor/Contractor does not own a vehicle, then proof of hired and non-owned coverage is sufficient.
3. Workers' Compensation insurance as required by the Labor Code of the State of Louisiana, including Employers Liability insurance.

B. MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.

2. Automobile Liability: \$1,000,000 combined single limit per accident, for bodily injury and property damage.
3. Workers Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage. Exception: Employers liability limit is to be \$1,000,000 when work is to be over water and involves maritime exposure.

C. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages

The Agency, its officers, officials, employees, Boards and Commissions and volunteers are to be added as "additional insureds" as respects liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor, premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Agency, its officers, officials, employees or volunteers.

a. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, officials, employees, Boards and Commissions or volunteers.

b. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Workers' Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Agency, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for the Agency.

3. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Agency.

D. VERIFICATION OF COVERAGE

Contractor shall furnish the Agency with certificates of insurance affecting coverage required by this clause. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the Agency before work commences. The Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

E. SUBCONTRACTORS

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

ENTIRE AGREEMENT CLAUSE

The contract, together with the RFP and addenda issued thereto by the State, the proposal submitted by the Contractor in response to the State's RFP, and any exhibits specifically incorporated herein by reference, constitute the entire agreement between the parties with respect to the subject matter.

ORDER OF PRECEDENCE

This contract shall, to the extent possible, be construed to give effect to all of its provisions; however, where provisions are in conflict, first priority shall be given to the provisions of the contract, excluding the Request for Proposals, its amendments and the Proposal; second priority shall be given to the provisions of the Request for Proposals and its amendments; and third priority shall be given to the provisions of the proposal.

SPECIAL WARRANTIES, REPRESENTATIVES AND DUTIES

The Contractor shall be required under the terms of the contract to make the following special warranties

and representatives:

1. The personnel assigned by the Contractor to perform services shall be qualified to perform the assigned duties. The key staff shall be identified by name along with their education and work experience. Key personnel will not be removed from contract without prior notice to ORM. Key personnel will not be added to contract without prior approval of ORM. Resumes must be submitted with request for approval of additional personnel.
2. The Contractor assumes responsibility for its personnel providing services hereunder and will make all deductions for social security and withholding taxes, contributions for employment compensation funds, and shall maintain at the Contractor's expense all necessary insurance for its employees including, but not limited to workers' compensation and liability insurance.
3. The Contractor shall notify the ORM Loss Prevention Manager in writing fifteen (15) days prior to personnel changes removing any officer or key employee whose responsibilities include significant activities related to the contract.
4. The Contractor shall warrant that all agents, whether an officer or employee, will act in an independent capacity concerning the terms of the contract and will not act as or be considered employees of the State nor be entitled to any benefits or privileges accorded to public employees, insofar as such benefits and privileges are related to the contract.
5. Neither party shall be responsible for delays or failure in performance resulting from acts beyond the control of such party. Such acts shall include but not be limited to acts of God, strikes, riots, lockouts, acts of war, epidemics, governmental regulations superimposed after the fact, fire, communication line failures, power failures, earthquakes or other disasters.
6. ORM shall have the right to perform an independent organization audit or evaluate the firm's performance under the terms and conditions of the contract. (ORM has not contracted with an independent organization for this task, but will do so if the need arises.)

CODE OF ETHICS

The contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 421101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in this contract. The contractor agrees to immediately notify the State if potential violations of the Code of Governmental Ethics arise at any time during the term of this contract.

GOVERNING LAW

This contract shall be construed in accordance with and governed by the laws of the State of Louisiana.

LIAISON

The Contractor will designate one or more persons from his staff who shall have the duty of acting as a point of contact with ORM to assure the expeditious execution of this agreement.

SECURITY

The Contractor will at all times comply with all security regulations in effect at ORM which are made known in writing by ORM to the Contractor.

ACCESS TO INFORMATION

ORM will allow the Contractor's personnel timely access to all necessary records, data and papers.

RECORD RETENTION

The Contractor agrees to retain all records and other documents relevant to this contract in accordance with the Louisiana Public Records Law, LA R.S.44:1 et seq.

CONFIDENTIALITY OF STATE INFORMATION

All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the Contractor in order to carry out this contract, or which become available to the Contractor in carrying out this contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more

effective security requirements as are applicable to the State. The Contractor shall not be required under the provisions of the paragraph to keep confidential any data or information that is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of the contract, or is rightfully obtained from third parties.

REPRODUCTION, PUBLICATION AND USE OF MATERIAL

ORM shall have unrestricted authority to reproduce, publish, distribute and otherwise use in whole or in part, any manuals, reports, data or other materials prepared in connection with this contract or in performance hereof.

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on the day, month and year first written above.

IN WITNESS WHEREOF, the parties have executed this Agreement as of this day of (*enter date*).

Witness Signatures:

State Agency Signatures:

SCOPE OF SERVICES

Overview/Purpose

State offices are housed in various state-owned and leased buildings throughout the State. This contract will be for inspection of elevators, escalators, dumbwaiters, and handicapped lifts at various locations throughout the State. Reports shall be provided through electronic means, via a secure website or email, within ten (10) days of inspection to the Office of Risk Management and the Office of State Buildings.. There are approximately 1,300 elevators and escalators, both traction and hydraulic, geared and gearless. Locations include general office buildings, universities and hospital facilities. List of locations can be viewed on our website, <http://www.doa.louisiana.gov/orm>.

Tasks and Services

Contractor shall maintain a toll-free phone line, fax line, paging system, capability for electronic data interfacing and/or on site processing.

Each elevator or escalator shall be inspected at least twice annually or more frequently as determined by the owner of the building and requested by the Office of State Buildings or the Office of Risk Management. All services must be in compliance with federal, state, and local laws regarding Elevator Testing and Inspection.

Inspections will include complete examination and operation of:

- car and hoist way doors
- machines and motors
- brakes
- hoist way equipment
- panels
- all other equipment in accordance with appropriate ANSI codes

Tests shall include:

- relief valve and no-load cylinder pressure tests
- no-load governor safety devices tests (the fast tool is not required or necessary to perform these tests. If it is required on some micro-processor equipment, this equipment shall be exempt from these tests)
- di-electric breakdown tests on all motor and generators
- emergency power operation tests
- tests of fire fighters service phase I and II on emergency power and normal power
- kinetic energy and door pressure
- door opening and door closing speeds
- all other tests in accordance with appropriate ANSI codes

Contractor shall provide the following administrative services with regard to the follow-up and correction of deficiencies found during an inspection. Deficiencies will be corrected by the building owner and/or the elevator maintenance contractor:

1. Contractor must have the resources to track the deficiencies on a timetable and prioritize them for completion. Resources may include additional personnel, tracking computer software, etc.
2. Contractor must communicate and coordinate with the building owner to expedite the correction of the deficiencies.
3. Contractor must communicate with the elevator maintenance company, when needed, to fully

explain the deficiencies and to express correction priorities.

4. Once deficiencies are corrected, contractor must observe and/or re-inspect the elevator or escalator to verify corrections were completed satisfactorily.
5. Contractor has the authority to contact the Office of the State Fire Marshall on behalf of the building owner and/or ORM to obtain direction on issues that have not been resolved satisfactorily.
6. Contractor must report outcomes of the above duties to the building owner and the Office of Risk Management.

Contractor shall provide guideline specifications for new equipment and modernizations of existing equipment. Any inspection request by the building owner for inspection of new equipment and modernizations of existing equipment must be first approved by the Office of State Buildings or the Office of Risk Management.

Contractor shall be prepared to provide testimony in support of findings and recommendations if requested to do so by the Office of Risk Management.

Inspections related to insurance claims are specifically excluded for payment under this contract unless prior approval has been granted by the Office of Risk management's Loss Prevention Manager or State Risk Administrator.

Deliverables

- Schedule indicating inspections to be performed and the date of the inspection
- Report of test results, findings and preliminary recommendations presented to ORM and the owner at completion of inspection
- Comprehensive report outlining the inspection procedure, tests completed and results, findings and recommendations for each elevator or escalator inspected. Preliminary reports shall be provided to the owners of the building at the time of the inspection. Reports shall be provided through electronic means, via a secure website or email, within ten (10) days of inspection to the Office of Risk Management and the Office of State Buildings

FEE AND COST PROPOSAL

Fee structure for elevator inspections, re-inspections, no-load tests, relief valve pressure tests, acceptance tests, witnessing of full load safety tests, di-electric strength test for motors and generators field coils and armatures, certification of firefighter's service and emergency power, compliance check return visits for the elevators, escalators, dumbwaiters and handicapped lifts for the State of Louisiana, Office of Risk Management. **Price includes annual no-load and pressure tests.**

1. High rise unit, 15 or more floor landings, include annual no load and
di-electric breakdown tests (per inspection)..... \$_____
2. Low rise unit, under 15 floor landings, include annual no load and
di-electric breakdown tests (per inspection)..... \$_____
3. Hydraulic unit, include annual relief valve and no load cylinder tests (per inspection) \$_____
4. Escalator (per inspection)..... \$_____
5. Dumbwaiter, include testing broken rope safety devices (per inspection)..... \$_____
6. Handicapped lifts, includes annual testing of safety devices (per inspection)..... \$_____
7. Units with counterweight safeties (per inspection)..... \$_____
8. Units with double cabs (per inspection)..... \$_____
9. Units with wind up safety devices (per inspection)..... \$_____
10. Final acceptance tests for new/modernized units (per inspection)..... \$_____
11. Plan review and guideline specifications (per inspection)..... \$_____
12. Compliance check return visit for any unit: \$_____
13. Di-electric breakdown testing of motors and generators: \$_____
14. Witnessing full load safety tests (per unit)..... \$_____
15. Certification of firefighter's service (per inspection)..... \$_____
16. Per hour rate for special meetings includes travel costs, non-court appearances: .. \$_____
17. Per hour rate for accident investigation, includes travel costs: \$_____
18. Re-inspection at the owner's expense (per unit) \$_____